

Central Bank

16945-*F*

RECORDATION NO. FILED 1425

AUG 1 1990 -9 35 AM

INTERSTATE COMMERCE COMMISSION

July 25, 1990

Secretary, Interstate Commerce Commission
"Documents for Recordation"
Washington, D.C. 20423

Dear Sirs:

Please find enclosed:

1. Check in the amount of \$90.00 to file 6 documents
2. Affidavit for Interstate Commerce Commission certifying that copies are true and identical to the original in all respects.

Six (6) documents to file are:

1. Note # 31740
2. Security Agreement - First Lien on 2 cars
3. Security Agreement - Assignment of lease
4. Subordination Agreement
5. Corporate Resolution
6. UCC

3. Affidavit for Corporate Form of Acknowledgement

Thank you for your assistance. If you have any questions, please call.

Respectfully,

Carey G. Rector
Senior Vice President

Central Bank of Houston
55 Waugh Drive at Memorial
P.O. Box 1540
Houston, Texas 77251
(713) 868-5577

16945-*B*

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INTERSTATE COMMERCE COMMISSION

16945-*C*

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INTERSTATE COMMERCE COMMISSION

Carey G. Rector
Senior Vice President

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RECORDATION NO.

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INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

1990

Denver Railway Car Company 1600 Smith, Suite 1650 Houston, Texas 77002-7346 BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	Central Bank of Houston P. O. Box 1540 Houston, Tx 77251 LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	Loan Number <u>31740</u> Date <u>June 13, 1990</u> Maturity Date <u>August 1, 1990</u> Loan Amount \$ <u>300,000.00</u> Renewal Of <u>31740</u>
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I promise to pay to you, or your order, at your address listed above the
 PRINCIPAL sum of THREE HUNDRED THOUSAND AND NO/100 Dollars \$ 300,000.00

- ☐ Single Advance: I have received all of this principal sum. No additional advances are contemplated under this note.
- ☒ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. As of today I have received the amount of \$ 200,000.00 and future principal advances are contemplated.
- Conditions: The conditions for future advances are based on mutually acceptable terms

- ☒ Open-End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires no later than August 1, 1990.
- ☐ Closed-End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

PURPOSE: The purpose of this loan is _____

INTEREST: I agree to pay interest on the principal balance(s) owing from time to time as stated in this section. Interest will be calculated on a _____ basis.

- ☐ Fixed Rate: I agree to pay interest at the fixed, simple rate of _____ % per year.
- ☒ Variable Rate: I agree to pay interest at the initial simple rate of 12.674 % per year. This rate may change as stated below.
- ☒ Index Rate: The future rate will be 1 point more the following index rate: Central Bank of Houston's Base Rate
- ☐ Ceiling Rate: The ceiling for this note is the _____ ceiling rate announced by the Credit Commissioner from time to time.
- ☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.
- ☐ Frequency and Timing: The rate on this note may increase as often as _____
 An increase in the interest rate will take effect _____
- ☐ Limitations: The rate on this note will not at any time (and no matter what happens to any index rate used) go above or below these limits.
- ☐ Maximum Rate: The rate will not go above _____
- ☐ Minimum Rate: The rate will not go below _____

Post-Maturity Rate: I agree to pay interest on the unpaid balance owing after maturity and until paid in full as stated below.

- ☐ on the same fixed or variable rate basis in effect before maturity (as indicated above).
- ☒ at a rate equal to maximum legal rate permitted by law

☐ ADDITIONAL CHARGES: In addition to interest, I ☐ have paid ☐ agree to pay the following additional charges _____

PAYMENTS: I agree to pay this note as follows:

- ☒ Interest: I agree to pay accrued interest at maturity, August 1, 1990
- ☒ Principal: I agree to pay the principal at maturity, August 1, 1990
- ☐ Installments: I agree to pay this note in _____ payments. The first payment will be in the amount of \$ _____ and will be due on _____ A payment of \$ _____ will be due on the _____ day of each _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____
- ☒ Effect of Variable Rate: An increase in the interest rate will have the following effect on the payments:
- ☐ The amount of each scheduled payment will be increased. ☒ The amount of the final payment will be increased.

ADDITIONAL TERMS:

SECURITY: I give you a security interest in the following:

- (1) any property of mine, whether I own it now or in the future, which is in your possession (This includes, but is not limited to, property I give you for safekeeping, collection, or exchange, and all dividends and distributions from the property);
- (2) the property described below, together with all parts, accessories, repairs, improvements and accessions to the property, and all proceeds and products from the property.

- ☐ Inventory: All inventory wherever it is located which I own now or may own in the future, which I will sell or lease, or which has been or will be supplied to me under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.
- ☐ Equipment: All equipment which I own now or may own in the future including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. Any equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.
- ☐ Farm Products: All farm products which I own now or may own in the future including, but not limited to:
- (a) all poultry and livestock and their young, along with their products and produce;
- (b) all crops, annual or perennial, and all products of the crops; and
- (c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.
- ☐ Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights I have now or may have in the future to the payment of money including, but not limited to:
- (a) payment for goods sold or leased or for services rendered, whether or not I have earned such payment by performance; and
- (b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable. The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.
- ☐ General Intangibles: All general intangibles I own now or may own in the future including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

☒ Additional Property: Described as follows:

First Lien on Coach Car DRC-5627 and First Class Parlour Car DRC-3365
 Assignment of Passenger Car Lease Agreements
 Various stock in the name of John R. Parten as evidenced by 3/30/90 and 6/13/90
 Security Agreements

Description of real estate if the above property is crops, timber, minerals (including oil or gas) or fixtures: _____

I will use the property listed as security above for: ☐ farming operations ☒ business purposes ☐ _____

☐ If checked, this note is secured by a separate _____

dated _____. (Failure to list a prior security agreement here does not mean that the agreement does not secure this note.)

SIGNATURES: I AGREE TO THE TERMS SET OUT ON THE FRONT AND BACK OF THIS AGREEMENT. I have received a copy of this document on today's date.

X John R. Parten, President

X _____

Name of record owner, if not me: _____

☐ If checked, this security agreement should be filed in the real estate records.

Any person who signs within this box does so to give you a security interest in the property described above. This person does not promise to pay the note.

Signed _____ Date _____